BILL NO. S-90-10-05

SPECIAL ORDINANCE NO. S-24690

AN ORDINANCE approving the awarding of Reference #1430 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **TECO, INC.** for the Street Light Operations Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1430 between the City of Fort Wayne, by and through its Department of Purchasing and **TECO, INC.** for the Street Light Operations Department, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> **the purchase of an aerial bucket truck with tool body and new chassis for the Street Light Operations Department;**

involving a total cost of Forty-Eight Thousand Nine Hundred Thirty-Nine and no/100 Dollars ($48,939.00).

SECTION 2. Prior Approval has been requested from Common Council on **October 9, 1990.** Two copies of said Reference are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. Timothy McCaulay, City Attorney

REFERENCE NO. 1430
TRUCK W/INSULATED AERIAL UNIT
STREET LIGHT

ITEM	TECO	TOM WOOD
AERIAL DEVICE COST	$18,549.00	NO BID
BODY COST	$5,628.00	
CHASSIS	$24,311.00	
OPTIONAL EQUIPMENT		
HYDRAULIC TOOL LINES	$251.00	
PAINT FOR MIRRORS	$200.00	
TOTAL	$48,939.00	
DELIVERY TIME	120-150 DAYS	
VALIDITY OF BID	90 DAYS	

REF. NO.:	1430
DEPT.:	STREET LIGHT OPERATIONS
DATE:	10/5/90
ITEM/SERV.:	AERIAL BUCKET TRUCK

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	9/11/90 & 9/18/90
OPENING DATE:	10/4/90
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	31
NO. OF VENDORS RECEIVING BID:	10
NO. OF VENDORS RETURNING BID:	1
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	30
DATE SENT TO DEPT FOR RECOMM.:	10/4/90
DATE RECOMMENDATION REC'D IN PURCH:	10/5/90

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	10/5/90	
INTRODUCTION DATE:	10/9/90	
DISCUSSION DATE:	10/16/90	
PASSAGE DATE:	10/23/90	
ORDINANCE NO.:		

QUOTATION NO. JM/90-332

October 2, 1990

Department of Purchasing
City of Fort Wayne
One Main Street - Room 350
Fort Wayne, Indiana 46802

Subject: Bid Reference #1430
Bid Opening Date - 10/04/90 @ 11:00 AM

Dear Sir or Madame:

We are pleased to submit the attached price quotation for one (1) new Gemini aerial device as requested by STREET LIGHT ENGINEERING.

The following optional equipment is available at the additional prices shown below. Please add these prices to the total unit cost shown on page six (6) of the specifications attached.

Hydraulic Tool Lines and Outlets - consists of a pressure line and a return line in the booms. Outlets at the platform for one (1) tool, with shut-off valve.

Add . . . $251.00

Paint - the mirrors and bracketry of the chassis red to match the cab color in lieu of the standard grey color that is included in the base price.

Add . . . $200.00

Thank you for the opportunity to quote your equipment needs. We hope that you will find our quotation favorable and that TECO may be of service to you.

Cordially,

TECO, INC.

Tim Dammeyer
Sales Coordinator

TD/cc

enc.

cc: John Mattix
TECO Sales Representative

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 10-4-90 @ 11:00 AM BID REFERENCE # 1430

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR ONE (1) NEW 1991 MODEL TRUCK WITH AN INSULATED AERIAL UNIT MOUNTED OVER THE REAR AXLE & A FIBERGLASS UTILITY BODY SHALL BE SUPPLIED WHICH WILL ADHERE TO COMPARTMENTATION GUIDELINES. THE COMPLETED VEHICLE WILL BE PER SPECIFICATIONS AND REQUESTED BY STREET LIGHT ENGINEERING

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: --- %
IF PAID WITHIN --- DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME TECO, INC.

STREET ADDRESS 9733 Indianapolis Road

CITY Fort Wayne, IN 46809 PHONE # (219) 747-1631

BY Tim Dammeyer Tim Dammeyer
REPRESENTATIVE SIGNATURE

VEHICLE BID SPECIFICATIONS

The following specifications are for one (1) new 1991 model truck with an insulated aerial unit mounted over the rear axle. A fiberglass utility body shall be supplied which will adhere to our compartmentation guidelines. The completed vehicle will include all items listed as standard equipment in manufacturer's printed literature describing the equipment used unless super-seded by special equipment. All bidders will segregate prices of chassis, aerial unit, and utility body for analysis.

As to the chassis:

Specifications are for one (1) new 1991 model truck with a 20,000 lbs. GVW rating, described as follows: the chassis shall have a selected 128 inch wheelbase, 39 inch afterframe, and 60 inch cab to axle length. The rear axle will be a single speed with a gear ratio of 4.78 the color of the truck will be 2303 Red.

Wheelbase:	W.B.	128 inch wheel base 39 inch afterframe 60 inch cab to axle length
Frames:		Frame Rails to be high strength low alloy steel (50,000 PSI yield) 10.125 x 3.062 x 0.312 for 128, 140, and 152 W.B.
8,000# Capacity Front Axles:		Front Axle, I-Beam Type 6,000 lb. capacity (International I-60S)
Springs:		Front Springs Heavy-Duty
Exhaust Systems:		Exhaust system shall be single, horizontal muffler and tailpipe, aluminized steel, short tailpipe right side.
Electrical Systems:		Electrical System shall be 12 volt.
		Cigar lighter with ashtray light.
		Alternator type 200, 12 volt 100 amp capacity (Delco 21-SI)
		Battery system, maintenance-free, two (2) 12-volt 1050 CCA total (Fleetrite)
Front End:		Front end, Fiberglass, tilting.

Speedometer,Tools,Misc.:

Paint type, base coat / clear coat, 1-2 tone, 2303 Red.

Brakes:

Full air brakes.

Engine:

Engine block heater 120 volt / 1000 watt (Phillips)

*1991 DT-360 49 State

Diesel engine 50 State, 170 HP @ 2700 RPM, 400 ft-lb Torque @ 1700 RPM (International DT-360)

Fan drive viscous (Eaton #610)

Transmission:

Transmission, automatic 4-speed; with Quadco controls, PTO gear and transmission oil filter (Allison AT-545)

Includes: TC-275 Torque converter.

Rear Axle, Suspensions:

*17,500# Rear Axle

Rear axle, single reduction 15,500-lb capacity (Spicer F155-S)

Fuel Tank:

Fuel tank, Rectangular, steel, 50 U.S. gal., 41 Imp. gal., 189 L capacity (RT), includes center step.

Cabs, Cowls, Bodies:

Cab, conventional, steel

*Mirrors and brackets to be painted gray from International as standard. See optional equipment on cover letter JM/90-332.

Mirrors, two (2) rectangular, west-coast type, 16 x 7 size with 102 wide spacing, painted head and painted steel brackets to match cab.

Hourmeter, electronic, mounted in tachometer head.

Heavy duty full bench seat full width; beige sewn vinyl with lap and shoulder belts, with retractors.

Cab interior trim, economy

Interior Equipment:	Radio AM-FM.
	Sun visors left and right.
	Heavy duty heater / defroster.
	Dual electric horns.
Tires:	Front - Two (2) 245/75R22.5-G 561 Unisteel G159 (Goodyear)
	Rear - Four (4) 245/75R22.5-G 561 Unisteel G159 (Goodyear)
Wheels:	Wheels, front cast: 22.5 5-spoke painted steel, 6.75 DC Rims
	Wheels, rear cast: 22.5 5-spoke painted steel, 6.75 DC Rims.

As to the Utility Body and accessories:

The fiberglass body shall be a MO-LO HI-TECH Model M-L 60 fiberglass utility body with a 60" C.A. or approved equal.

Dimensions:
- 108" long
- 40" high
- 18" compartment depth
- 60" inside floor width

All compartment doors keyed alike, with slam type latches.

Automotive gaskets to seal doors.

Gelcoat color to match cab - 2303 Red.

All fasteners stainless steel.

Non-skid on top of modules.

Drip Rails.

Aluminum rock guards - front of body.

1/8" steel treadplate floor.

Recessed bumper.

Back plate.

Wheel well boxes.

Steps - one (1) on street at front vertical and two (2) rear stirup steps one (1) on each side.

Compartmentation:

Curbside:	Hot stick shelf	and door.
	Front vertical	(2) Adjustable Shelves
	Horizontal	Set in divider tray
	Rear vertical	(2) Adjustable Shelves
Streetside:	Front vertical	Open with steps
	Horizontal	No tray
	Rear Vertical	No shelves

As to the bucket and boom assembly unit:

Thirty-two (32') ft. to the bottom of the platform.

Thirty-seven (37') ft. working height.

One single side hung platform with 350 lb. capacity, mounted on the drivers side of vehicle.

Maximum horizontal reach of twenty-seven (27') ft.

Upper boom will actuate 200 degrees; lower boom will actuate 100 degrees.

Shear ball bearing turntable with continuous rotation.

Fiberglass insulated upper boom actuated by a double pilot checked cylinder and 4-bar elbow linkage.

Full lower controls located at the pedestal with a separate control for immediate override of the platform controls.

Upper boom saddle and boom hold down clamp.

Return and suction line filters.

Automatic electrically actuated throttle control for the truck engine.

Structural positive automatic platform leveling system.

One (1) ring bolt for lanyard attachment installed on the upper tip shaft.

Formed cradle for the lower boom.

Two (2) operator and maintenance manuals will be supplied for the unit.

Prime paint on all metallic components of the aerial unit.

Fiberglass upper boom and bucket to be white.

Safety Belt and Lanyard to be supplied with the vehicle.

Closed-Center Pressure Compensated Hydraulic System - with single handle control and safety power lock trigger.

Torsion Bar - installed for unit stabilization.

Insulated Lower Boom - for added dielectric strength.

PTO and Pump - PTO for automatic transmission chassis. Pressure compensated variable displacement pump.

Unit Installation - includes hoses, installation of PTO and pump, one access ladder as required, standard boom support, and outrigger cut-outs and covers as required. Unit completely tested in accordance with ANSI A92.2 - 1979.

Unit Paint - unit shall be painted two coats of Red 2303 enamel.

Dielectric Rating - for working on lines under 69 KV.

Bucket to have Side Access - with sliding door panel.

	Aerial Device Cost	$ 18,549.00
	Body Cost	$ 5,628.00
	Chassis Cost	$ 24,311.00
Total	UNIT COST:	$ 48,488.00
	LESS ANY DISCOUNTS	$ ---
	LESS TRADE-IN:	$ Not Applicable
	TOTAL:	$ 48,488.00
	DELIVERY TIME ARO:	$ *
	VALIDITY OF BID PRICE: (IN CALENDAR DAYS)	$ Price is good for 90 days.
	FOB:	FORT WAYNE
	MAKE:	TECO, INC.
	MODEL:	Gemini G3-32IP-TBFS1

* Approximately 120-150 days after receipt of purchase order or 45 days after receipt of chassis and/or body, whichever is greater.

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: October 2, 1990

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): TECO, INC.
   Address: 9733 Indianapolis Road
   City/State: Fort Wayne, IN 46809
4. Telephone Number: (219) 747-1631
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Tim Dammeyer
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
	1	1	1991 Ford Chassis with New TECO Gemini G3-32 with fiberglass body.	$48,488 00	$48,488.00

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

TECO, INC.
Bidder (Firm)

Tim Dammeyer
Signature of Bidder or Agent

Subscribed and sworn to before me this 2nd day of October, 1990.

My Commission Expires: 1-15-91

County of Residence: Allen

Elizabeth A. Maher
Notary Public

Elizabeth A. Maher
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

FIREMAN'S FUND INSURANCE COMPANIES

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Teco, Inc.
9733 Indianapolis Road, Fort Wayne, IN 46809

as Principal, hereinafter called the Principal, and

The American Insurance Company

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne, Allen County, IN

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Maximum Bid ----------
---------- Dollars ($ //////////////////

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One (1) new 1991 Model Truck with an insulated aerial unit mounted over the rear axle & a fiberglass utility body

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of October A.D. 19 90

(Witness)

Teco, Inc.
(Principal) (Seal)

(Title)

(Witness)

The American Insurance Company
(Surety) (Seal)

Attorney in fact

360541-4-75

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Parsippany, State of New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint HARRY A. CRAWFORD, RONALD J. HARRUFF, LEONARD B. KOELLER, JAMES E. VAN DYCK, HAROLD E. EVERETT, DUWAN F. TAGTMEYER, JEFFREY C. JOHNSON, CONNIE S. OVERHOLSER, LORETTA A. SPRING, SUZANNE HOPPER, CARLA J. McQUEEN, VICKI L. LEININGER and JANNETT K. YUHAS FORT WAYNE, IN jointly or severally

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VII. *Appointment and Authority of Resident Secretaries, Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 45. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. *Authority.* The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 25th day of August, 19 89.

THE AMERICAN INSURANCE COMPANY

By _____
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

On this 25th day of August, 19 89 before me personally came R. D. Farnsworth, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
J. M. VANDEVORT
NOTARY PUBLIC - CALIFORNIA
Principal Office In Marin County
My Commission Expires Aug. 28, 1992

_____
Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 4th day of October, 19 90.

_____
Resident Assistant Secretary

360711-TA-6-89

teco®

January, 1989

LIMITED WARRANTY

TECO, Inc., warrants to the owner all new and unused machinery manufactured and sold by TECO, Inc. are from proper materials and quality workmanship and free under normal use and service from defects for a period of one (1) year from the date of shipment of the unit from our plant. If within one (1) year from the date of shipment of the unit from our plant, any part proves in our opinion, after our inspection, to have been defective, our liability under this warranty shall be limited to replacement of the defective part or parts without charge F.O.B. Fort Wayne, Indiana. Where claims of defects are made, if required by TECO, the parts shall be delivered to TECO, Inc. prepaid.

For the first ninety (90) days of the warranty year, there will be no charge for labor performed at the user's location. For the remainder of the warranty year, labor will be charged at TECO's prevailing rate. There will be a charge for travel time and expenses. However, during the second ninety (90) days of the warranty year there will be no charge for labor if the unit is furnished to and repaired at a TECO facility.

Any surviving warranty shall be terminated where evidence indicates lack of prescribed maintenance, misuse of the equipment, or unauthorized modification or disassembly of components.

This warranty shall not apply to the vehicle or any other items made by others which may be supplied by TECO on special order. TECO hereby assigns any vehicle manufacturer's warranty on said vehicle to the purchaser and also assigns any manufacturer's warranty applicable to other special items not made by TECO.

TECO assumes no responsibility for costs of repairs not previously authorized by TECO. TECO assumes no liability for injury or damage to the property or persons or loss of time resulting from the use of said unit.

Under no circumstances shall TECO, Inc. be liable for delays, deprivation of use, or any other damages, direct, indirect, incidental or consequential, which the purchaser or those claiming under it may incur or claim to incur as a result of any alleged defect in the equipment or because the equipment does not operate to purchaser's satisfaction.

THE WARRANTY STATED ABOVE CONSTITUTES THE ENTIRE WARRANTY OF SELLER WITH REGARD TO ITS SALE OF THE EQUIPMENT. IT IS EXPRESSLY AGREED THAT THE REMEDY OF THE PURCHASER AND THOSE CLAIMING UNDER IT AS STATED ABOVE IS EXCLUSIVE. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.

TECO, Inc.
FORT WAYNE, INDIANA

1-89-1

LITHO IN U.S.A.

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 10-9-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG				✓
REDD	✓			
SCHMIDT				✓
TALARICO	✓			

DATED: 10-23-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) ~~(GENERAL)~~ (SPECIAL) ~~(ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-246-90 on the 23rd day of October, 19 90,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of October, 1990 at the hour of 2:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of Octobr, 19 90, at the hour of 11:30 o'clock A.M.,E.S.T.

Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1430 for an aerial bucket truck for the Street Light Operations Department. The cost reflects the most responsive vendor.

A-90-10-05

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: The purchase on an aerial bucket truck with tool body and new chassis. This piece of equipment is a supplement to the other equipment that Street Lighting currently uses. This would not replace any equipment.

EFFECT OF NON-PASSAGE: Jobs that City employees could be doing will be done by Maintenance Crew at a higher rate of pay. City employees would not be able to do jobs in a safe and efficient manner.

MONIES INVOLVED: Teco, Inc. $48,939.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Street Lighting 010-025-STLT-439B

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-90-10-05

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GiaQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of Reference #1430 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and TECO, INC. for the Street Light Operations Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 10-23-90.

Sandra E. Kennedy
City Clerk